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***Attorneys for Plaintiff Change
Capital Management LLC***

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION**

CHANGE CAPITAL
MANAGEMENT, LLC,

Plaintiff,

v.

THE CHANGE COMPANY CDFI
LLC and CHANGE LENDING,
LLC,

Defendants.

Case No. 8:24-cv-00050-DOC-ADS

**STIPULATED ORDER UNDER
FED. R. EVID. 502(d)**

1 IT IS HEREBY STIPULATED by and between Plaintiff Change Capital
2 Management, LLC (“Change Capital”) and Defendants The Change Company
3 CDFI LLC (“The Change Company”) and Change Lending, LLC (“Change
4 Lending” and collectively, “Defendants”), through their respective attorneys of
5 record, stipulate as follows:

6 WHEREAS, the documents and information, both electronically-stored and
7 hard copy, produced during discovery in this case may be voluminous given the
8 complex nature of this case; and

9 WHEREAS, pursuant to Fed. R. Evid. 502(d), the parties seek to ameliorate
10 costs and risks associated with the production of voluminous documents and
11 information and resolving disputes regarding privilege,

12 THEREFORE, this Court orders as follows:

13 1. **No Waiver by Disclosure.** This order is entered pursuant to Rule
14 502(d) of the Federal Rules of Evidence. Subject to the provisions of this Order, if
15 a party (the “Disclosing Party”) discloses information in connection with the
16 pending litigation that the Disclosing Party thereafter claims to be privileged or
17 protected by the attorney-client privilege or work product protection (“Protected
18 Information”), the disclosure of that Protected Information will not constitute or be
19 deemed a waiver or forfeiture—in this or any other action, State or Federal—of any
20 claim of privilege or work product protection that the Disclosing Party would
21 otherwise be entitled to assert with respect to the Protected Information and its
22 subject matter.

23 2. **Notification Requirements; Best Efforts of Receiving Party.** A
24 Disclosing Party must promptly notify the party receiving the Protected Information
25 (the “Receiving Party”), in writing, that it has disclosed that Protected Information
26 without intending a waiver by the disclosure. Upon such notification, the Receiving
27 Party must—unless it contests the claim of attorney-client privilege or work product
28 protection in accordance with paragraph (3)—promptly (i) notify the Disclosing

1 Party that it will make best efforts to identify and return, sequester or destroy (or in
2 the case of electronically stored information, delete) the Protected Information and
3 any reasonably accessible copies it has and (ii) provide a certification that it will
4 cease further review, dissemination, and use of the Protected Information. Upon
5 request by the Receiving Party, the Disclosing Party must explain as specifically as
6 possible why the Protected Information is privileged. For purposes of this Order,
7 if Protected Information that has been stored on a source of electronically stored
8 information that is not reasonably accessible, such as backup storage media, is
9 sequestered, the Receiving Party must promptly take steps to delete or sequester the
10 restored protected information if and when such data is retrieved.

11 3. **Contesting Claim of Privilege or Work Product Protection.** If the
12 Receiving Party contests the claim of attorney-client privilege or work product
13 protection, the Receiving Party must move the Court for an Order compelling
14 disclosure of the information claimed as unprotected (a “Disclosure Motion”). The
15 Disclosure Motion must be filed under seal and must not assert as a ground for
16 compelling disclosure the fact or circumstances of the disclosure. Pending
17 resolution of the Disclosure Motion, the Receiving Party must not use the
18 challenged information in any way or disclose it to any person other than those
19 required by law to be served with a copy of the sealed Disclosure Motion.

20 4. **Stipulated Time Periods.** The parties may stipulate to time periods
21 for the activity required by paragraphs (2) and (3), but the parties must adhere to
22 the procedures set forth in Local Rule 37.

23 5. **Attorney’s Ethical Responsibilities.** Nothing in this order overrides
24 any attorney’s ethical responsibilities to refrain from examining or disclosing
25 materials that the attorney knows or reasonably should know to be privileged and
26 to inform the Disclosing Party that such materials have been produced.
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1 6. **Burden of Proving Privilege or Work-Product Protection.** The
2 Disclosing Party retains the burden—upon challenge pursuant to paragraph (3)—of
3 establishing the privileged or protected nature of the Protected Information.

4 7. **In camera Review.** Nothing in this Order limits the right of any party
5 to petition the Court for an in camera review of the Protected Information.

6 8. **Voluntary and Subject Matter Waiver.** This Order does not
7 preclude a party from voluntarily waiving the attorney-client privilege or work
8 product protection. The provisions of Federal Rule 502(a) apply when the
9 Disclosing Party uses or indicates that it may use information produced under this
10 Order to support a claim or defense.

11 9. **Rule 502(b)(2).** The provisions of Federal Rule of Evidence 502(b)(2)
12 are inapplicable to the production of Protected Information under this Order.

13 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.
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Date: August 9, 2024

Respectfully submitted,

By: /s/ Brendan R. Zee-Cheng
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By: /s/ Jonathan C. Cahill (with permission)

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***Attorneys for THE CHANGE
COMPANY CDFI LLC and CHANGE
LENDING, LLC***

***Attorneys for Plaintiff Change Capital
Management LLC***

CERTIFICATION

The undersigned attests that all other signatories listed, and on whose behalf this filing is submitted, concur in this filing's content, and have authorized this filing and the use of their signature.

/s/ Brendan R. Zee-Cheng

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

Dated: 08/29/2024

/s/ Autumn D. Spaeth

HONORABLE AUTUMN D. SPAETH
United States Magistrate Judge